

SUPERINTENDENT'S CONTRACT BETWEEN  
KEITH DAVIS  
AND THE  
BULLITT COUNTY BOARD OF EDUCATION

THIS CONTRACT is entered into by and between the Board of Education (hereinafter referred to as "The Board) of the Bullitt County School District, located in Bullitt County, Kentucky (hereinafter "the District"), and Keith Davis, (hereinafter, the Superintendent), for the position of superintendent of schools of the District.

The Board hereby agrees to employ the Superintendent for a period of four (4) years, to begin on July 1, 2012 and ending on June 30, 2016. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant KRS 160.350(4). The Superintendent agrees to the term of employment under the following conditions.

1.       A.     The annual salary paid to the superintendent shall be one-hundred forty-three thousand dollars (\$143,000) for the 2012-2013 contract year. Beginning with the 2013-2014 contract year, the salary of \$143,000 shall be increased annually in accordance with other certified employees, provided said salary in each subsequent year shall not be less than the salary paid in the preceding year, and provided that the Superintendent shall receive an increase each year no less than the increase provided to other certified employees of the district. The Board shall renew the contract within ninety (90) days of the termination date, upon request of Superintendent, or it shall notify the Superintendent of its intent not to renew the contract.
  - B.     The Board agrees to make available additional compensation of 10% of his annual salary that the superintendent is electing to defer into his existing employee deferred compensation account.
  - C.     The Board, at its expense, shall provide family health, dental, and vision insurance to the Superintendent, from the insurance options available to employees of the district.
2.       This contract requires the services of the Superintendent for two hundred forty (240) days

per year.

3. The Superintendent agrees to perform well and faithfully the duties of Superintendent and to serve as chief executive agent of the Board, having such powers and duties as may be prescribed by law or by the Board from time to time.
4. The Superintendent shall furnish throughout the life of this Contract a valid and appropriate license to act as superintendent in the State of Kentucky.
5. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to said employment during the term of this Contract. However, the Superintendent, with the prior approval of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which do not impede or conflict with the Superintendent's duties.
6. The Board shall annually provide the superintendent with an evaluation based upon a mutually agreed upon evaluation instrument, with periodic opportunities to review and discuss Superintendent/Board relationships and the Superintendent's personnel records and performance at reasonable times as set by the Board.
7. The Superintendent shall be entitled to all the legally permissible benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with District, including but not limited to, all health, dental, and life insurance benefits, emergency leave, leave for jury duty, personal leave, and sick leave and benefits, any other forms of insurance protection, and other administrative employee benefits.
8. The Board shall allow the Superintendent mileage reimbursed at no less than the rate established by state and/or federal law for the use of the Superintendent's personal car for travel completed for business purpose, as defined by District policy, both inside and outside the District. The Superintendent shall also be reimbursed for personal expenses incidental to the travel when an itemized statement of travel and expense is submitted to and approved by the Board.
9. The Board shall, by direct payment, pay the dues for the Superintendent's memberships in the Kentucky Association of School Administrators, Kentucky Association of

School Superintendents, and the American Association of School Superintendents. The Board shall also reimburse the Superintendent up to \$300 for dues in civic organization to provide representation for the Board as needed. All other membership dues will be the responsibility of the Superintendent.

10. The Superintendent shall attend appropriate professional meetings and conferences at the local, regional, state, and national levels. The Board shall reimburse the Superintendent for actual expenses incurred in carrying out the Superintendent's professional activities when an authorized statement is submitted to and approved by the Board.
11. The Superintendent shall, to the best of the Superintendent's ability, secure capable and qualified candidates for various available positions within the District which are subject to appointment by the Superintendent.
12. It is understood and agreed that the Superintendent, as chief executive officer of the Board, shall be in charge of all District personnel (excluding Board attorney) educational and business affairs, and the Board, individually and collectively, will refer matters before the Board to the Superintendent for study and recommendation. However, this shall not prevent the Board from taking action on matters before the Board if the Board desires.
13. The Board shall fairly consider releasing the Superintendent from this contract should the opportunity arise for professional advancement.
14. In the absence of mutual agreement, this contract may only be terminated by the Board upon a showing of legal cause and in accordance with procedures established by Kentucky law.
15. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of this employment. If in the good faith opinion of the Superintendent a conflict exists as regards the defense of such claim between the legal position of the Superintendent and the legal position of the Board and/or District, the Superintendent may engage counsel in which event

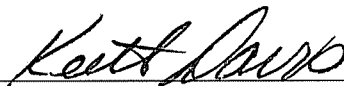
the District shall indemnify the Superintendent for the cost of legal defense.

16. After the completion of the Superintendent's first contract or after four (4) years, whichever comes last, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).

17. The Superintendent's signature is evidence of his formal acceptance of his appointment as Superintendent and his formal acceptance of the term of office.

THIS CONTRACT shall be invalid if the Superintendent is under contract with another board of education in this state covering the same period of time, until such contract is terminated or the Superintendent is released therefrom.

Dated this 19<sup>th</sup> day of January, 2010.

By   
Superintendent

Dated this 19<sup>th</sup> day of January, 2010.

By   
Chairperson, Board of Education

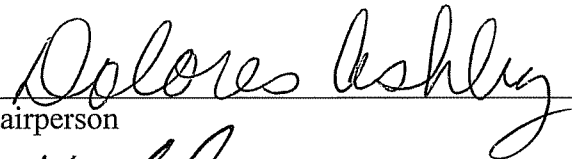
CONTRACT OF SECRETARY OF BOARD OF EDUCATION  
KRS 160.440  
COMMONWEALTH OF KENTUCKY  
COUNTY OF BULLITT

This article of agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSETH: That Keith Davis, of Mt. Washington, Kentucky, hereby contracts with the Board of Education of Bullitt County School District, Shepherdsville, Kentucky, as Secretary of said Board of Education for a period of four (4) years, beginning the 1<sup>st</sup> day of July, 2012, and expiring on June 30, 2016, as is authorized by Section 160.440, Kentucky Revised Statutes. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the contract to the full extent permitted by the state law pursuant KRS 160.350(4).

It is agreed that said Keith Davis shall receive a salary of -0- dollars per year for the services as Secretary to be paid in regular monthly installments out of the common school fund of said district. It is hereby agreed that he shall perform his duties as Secretary of the Board as set out by the laws of the Commonwealth of Kentucky and in accordance with the rules and regulations of the State Board of Education and the District Board of Education with which this contract has been made. Failure to do so will invalidate the contract as Secretary of the Board of Education.

BULLITT COUNTY BOARD OF EDUCATION

  
Chairperson

  
Secretary

  
Secretary - Elect

Note: One copy of this contract is to be filed with the Bureau of Administration and Finance, Department of Education. One copy is for the Secretary's personal file.